

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Apr 27, 2014

Action Requested By: Planning

Agenda Type: Resolution

Subject Matter:

Special Employee Agreement Between the City of Huntsville and James M. Bush

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Special Employee Agreement between the City of the Huntsville and James M. Bush

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Introduction

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

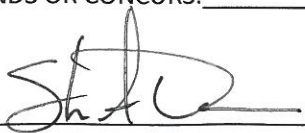
Mr. Bush will be employed as Landscape Architect & Design Consultant in the Planning Administration Department. He will work on a part-time basis (not to exceed 32 hours per month). The terms of the contract shall be in effect for 1 year (May 1, 2014-April 30, 2015).

Associated Cost: \_\_\_\_\_

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: \_\_\_\_\_



Date: \_\_\_\_\_

3/12/14

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

Originating Department: **Planning**

Council Meeting Date: **3/27/2014**

Department Contact: **Kimberly Gosa**

Phone # **427-5115**

Contract or Agreement: **Agreement**

Document Name: **Special Employee Agreement between the COH and James M. Bush**

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

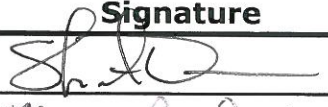
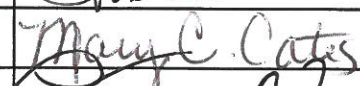

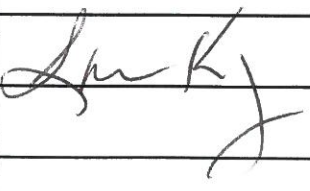
Account Number:

**Procurement Agreements**

<u>Select...</u>	<u>Select...</u>
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**Grant-Funded Agreements**

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		3/12/14
2) Legal		3/20/14
3) Finance		3/25/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		3/25/14
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with James M. Bush, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JAMES M. BUSH", consisting of two(2) pages, and the date of March 27, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 27th day of March, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 27th day of March, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND JAMES M. BUSH**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND JAMES M. BUSH**

**THIS AGREEMENT** is made and entered into on the 27th day of March, 2014, by and between James M. Bush, an individual, ("Bush") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Bush shall be employed by the City of Huntsville as Landscape Architecture and Design Consultant in the Planning Administration Department.
2. Bush is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Bush shall report to the Manager of the Planning Administration Department.
3. The term of this contract shall be for a period of one (1) year commencing on May 1, 2014 and continuing through April 30, 2015.
4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.
5. During the term of this contract, Bush shall work when requested by his supervisor and shall be paid an hourly rate of \$57.25, not to exceed thirty-two (32) hours per month.
6. The City shall provide Bush a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
7. Bush shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

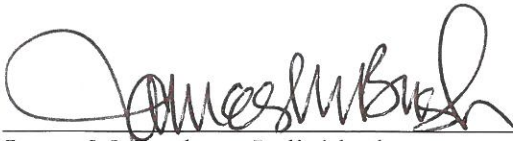
\_\_\_\_\_  
City Council President

March 27, 2014  
\_\_\_\_\_  
Date

8. Bush acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Bush agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

  
James M. Bush, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood  
ITS: Clerk-Treasurer